

Mayor's Office of Capital Projects Division of Engineering and Construction

Request for Proposal RFP

For

CLEVELAND PAVEMENT MANAGEMENT SURVEY 2015

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CITY OF CLEVELAND MAYOR'S OFFICE OF CAPITAL PROJECTS REQUEST FOR PROPOSAL

PAVEMENT DISTRESS SURVEY

Introduction and Background

The services required under this Request for Proposal (RFP) are those services which are needed to prepare a survey of the various pavements within the City of Cleveland and to input recorded distresses into the existing pavement database. Services rendered are for the City of Cleveland distress processes shall conform to the latest Ohio Department of Transportation Pavement Manual and compatible with RoadManager ArcGIS. The basic work will consist of data collection on approximately 1,300 centerline miles of City of Cleveland roads and any necessary data conversion services to download the data directly into RoadManager payement management program. The Consultant shall be expected to provide all labor, equipment and material necessary to provide a working pavement management system. The City established a pavement management database with survey in 2009. The database input files are Geographic Information Systems (GIS) based data forms and are located at the Cleveland Water Department. The results of this data collection process will be evaluated to determine the benefits and effectiveness of reactive maintenance, routine maintenance, resurfacing and reconstructing with residential level streets.

A proposal meeting will not be held for these projects. Written questions will be received until May 22, 2015 until 12:00 pm and an addendum with all questions and answers will be posted prior to 4:30pm on May 22, 2015. The proposal will be due by 4:30 pm on June 5, 2015. The written questions shall be directed to Mr. Thomas P. Boyer, Division of Engineering & Construction, at though a construction of the construction of t

The City reserves the right to reject any or all proposals or portions of them, to waive irregularities, informalities, and technicalities, to re-issue or to proceed to obtain the service(s) desired otherwise, at any time or in any manner considered in the City's best interests. The Director may, at his/her sole discretion, modify or amend any provision of this notice or the RFP.

Scope of Services

1. Project Limits:

Work limits are entirely within the City of Cleveland public right-of-way encompassing 1,300 miles of centerline miles. Information is to be gathered in an automated fashion and technique to not disturb the normal flow of traffic. United States Interstate Routes are not a part of this contract.

2. Existing Data for City Pavement Management Program:

This City RoadManager toolbar resides in the ArcGIS platform. The existing license is RoadManagerGPMSTM and includes data distress tables to be updated with the new round of pavement survey. The inventory resides at the Cleveland Water Department GIS.

3. Available Documents:

• 2009 Pavement Inventory available on Compact Disk.

4. Proposed Work:

Pavement Survey, Data Distress entry and Budgeting Scenarios:

- This project will; 1) identify City of Cleveland pavements distress and condition, 2) identify existing inventory distresses, 3) input / convert data distress information into pavement database, 4) run two (2) scenarios, and 5) report on findings and recommendations for the City of Cleveland management and maintenance practices.
- The two scenarios will be a:
 - (1) backlog of entire network; and
 - (2) limited budget where a dollar amount will be given to be contributed to certain repairs across the City. Included will be budget scenarios charted to maintain the pavement condition and to improve the pavement condition over a certain amount of time.

Project Description

- 1. Pavement Distress Details per ODOT, AASHTO & not limited to items as listed below. The intent is to deliver a fully functional, fully operational RoadManager tool with the ArcGIS platform.
 - Meet with the City to suggest project set up and street sectioning.
 - Provide surface condition survey measuring surface roughness, pavement rutting, pavement cracking, surface texture, ride quality and surface distress.
 - Provide pavement width measurements.
 - Provide deflection analysis and structural indices.
 - Provide PCR ratings in a fashion similar to the Ohio Department of Transportation's Pavement Condition Rating system as published on their web site.
 - Provide a visual condition rating from 1 (best) to 5 (worst) of the condition of curbs and sidewalks on each street.
 - Provide any necessary software/GIS linkage and data conversion to insure compatibility with City RoadManager GPMS pavement management system.

• Provide system training as required assuring continuity with the City Divisions.

2. City Coordination

• The Consultant will be responsible for early and often coordination with all City of Cleveland Divisions to keep the project within the scope of services detailed in this RFP. And to hold monthly progress meetings. Meetings could be conference call format.

The results of this data collection process will be evaluated to determine the benefits and effectiveness of reactive maintenance, routine maintenance, resurfacing and reconstructing with residential level streets.

General Requirements

These general requirements apply to the project scope, except as stated otherwise in the RFP:

1. Pavement Survey

• Pavement Survey is defined as roadway surface recording by way of inventorying distresses to identify an overall numerical value (0 through 100).

2. Design Criteria and Standards

• This work will be performed, in accordance with the Ohio Department of Transportation's Design Resource Center.

Project Schedules and Deliverable

Project Schedule:

The City will require the successful design consultant to complete this contract in a <u>maximum</u> of twelve (12) months. The time period will begin the day the Administration Bureau Manager, Division of Engineering and Construction issues the notice to proceed. The following timeline is submitted for your information:

City of Cleveland 2015 Pavement Management Survey

Notice to Proceed

Contract

Submit distress data and report

August 2015

Submit distress data and report

November 2016

Deliverables:

At the end of the project, the City requires the following. All data distresses (identified at project startup) are to be rated, inputted into the inventory, and printed on a spreadsheet for City acceptance. Also included shall be a report on the project with maintenance and project programming recommendations. The following questions should be answered:

- (1) Determine the causes of pavement degradation. Why do our roadways fall apart? Is it because of numerous utility cuts not restored properly, lack of maintenance, poor construction methods, etc. A detailed report as to the cause of the problem will go a long way in solving the problems.
- (2) Roads will be rated with new PCR's, etc. Are they interpreting the data they give us?
- (3) Moratorium Streets Need to include provisions for calculating pavement degradation for new u-cuts on newly resurfaced streets.
- (4) Can their scope of work include providing a resurfacing work plan for bringing all roadways up to a PCR of 75 within 20 years with a budget of \$10 million per year?
- (5) Provision for resurveying the City in parts (one third at a time) after year 2?
- (6) Training for City personnel to be able to rate roadways.
- (7) Identify sidewalk areas damaged by trees (provide address).

PROPOSAL REQUIREMENTS

Proposal should be organized as follows:

1. Management

Your proposal should include GSA Standard Form 330 – Part II and Standard Form 330 – Part I. Resumes of personnel performing key work tasks shall be submitted within SF 330 – Part I. For those firms with more than one office, include the office location (City) to which the team member is assigned.

It is necessary to provide a GSA Standard Form 330 – Part II and Standard Form 330 – Part I for any firm that will be providing approximately thirty percent (30%) or more of the proposed work.

The meaningful involvement of firms should be discussed, how you intend to manage the project and who will have overall responsibility. Prime and Sub-consultant work history should be discussed. Include the Engineers who will actually be performing the major tasks of this project. A detailed project organization chart is required. This organizational chart shall clearly define the team proposed for design of various work tasks. Show the length of time and number of projects the prime has worked with various team members. The quality assurance program should be discussed. Provide a realistic Project Schedule, showing the necessary work items, agency reviews, and total completion time. Project schedules are to be submitted utilizing "MicroSoft Project".

2. Technical

Provide a technical approach in sufficient detail such that it may be determined that the proposer has an understanding of the type of work involved and disciplines necessary to accomplish the project. Describe how the project is envisioned, or in other words, what is being furnished for the dollars quoted. Any exceptions or amplifications of the scope of work shall be presented under this section.

Provide a detailed list and activities and total man-hours to develop contract inventory.

A list of City of Cleveland projects for prime and sub-consultants, if any, the firm has worked on.

3. Experience

Consultant and or team members shall be ODOT prequalified in project specific disciplines. Resumes of key personnel to be <u>assigned</u> to this project may be included.

Show the role of proposed project team members in the implementation of projects included in the Project Experience section of the RFP.

4. Federal Identification Number

The following information should be included in your proposal:

- Your mailing address.
- Your telephone and fax numbers
- Your form of business entity (corporation, partnership, limited partnership, joint venture, sole proprietorship, an individual, etc.)
- Either your Taxpayer Identification Number or, if appropriate, your Social Security Number. If submitted as a joint venture, a separate number for each member of the venture is required unless one number has been obtained for the venture. A Taxpayer Identification Number is required for entities other than a sole proprietorship or an individual, for which a Social Security Number is appropriate.

5. Noncompetitive Bid Contract Statement

The form titled: "Noncompetitive Bid Contract Statement For Calendar Year 2015" shall be filled out and submitted with the proposal for the prime consultant only.

6. Subconsultant Information

The following information is required for each sub consultant you intend to use:

- Subconsultant's name and mailing address
- Subconsultant's telephone and fax numbers
- A description of the work and the percentage that is anticipated the subconsultant will perform
- A list of projects, if any, on which your firm and the subconsultant have both worked on

Provide a list of all sub-consultants (i.e. CSB and others), their work assignments and the percent of the work each will be performing. These lists are to be submitted in the Part "A" envelope with the technical proposal.

7. Cleveland Area Business

The Cleveland Area Business Code contained in Chapter 187 of the Codified Ordinances, of Cleveland Ohio 1976 was enacted in an effort to increase the participation of local small business enterprises in City of Cleveland Contracts. The City has, therefore, established as one of its objectives, the meaningful involvement of Cleveland Small Businesses (CSB). Mayor's Office of Capital Projects has a participation goal of thirty (10) percent for Cleveland Small Businesses (CSB) on this project.

Each Consultant representing itself as a Cleveland Area Small Business (CSB) within the OEO schedules must be certified with the Office of Equal Opportunity as a CSB, CSB/MBE or CSB/FBE. Certified CSB firms, to date can be found at: http://www.city.cleveland.oh.us/CityofCleveland/Home/Government/CityAgencies/OfficeofEqualOpportunity/CSB_MBE_FBE_Registry.

The proposal shall state the percentage of dollar participation of each consultant proposing services.

8. Office of Equal Opportunity (OEO) Reports

Attached to this proposal are four (4) documents identified as "Contract Employment Report", Schedule 1 through 4, from the O.E.O. office. Although some terms, wording, descriptions, etc. in these documents do not necessarily apply to a professional services contract, the applicable forms must be completed and returned with your

proposal. Note all subcontractors need to be listed on Schedule 2 and all subconsultants must execute Schedule 3. <u>Please furnish two (2)</u> <u>unbound copies of Schedules 1 through 4, original signature, in the Part "B" envelope of your proposal</u>. Return all schedules whether or not they apply to the project. The object of these forms is to facilitate OEO approvals. OEO will not evaluate MBE and FBE participation for professional service contracts. Consultant shall indicate/certify in Part "A" that schedules are included in Part"B" envelope. If the schedules are not provided and properly executed once Part"B" is opened, the proposal must be deemed non-responsive.

9. Procedures and Reports

The City of Cleveland will make available to the Design Consultant awarded the contract any existing information it may have on hand. One print of requested data will be furnished by the City at no cost to the Consultant. The cost of additional information required will be borne by the Consultant.

The consultant shall submit to all the appropriate City departments (Streets, Cleveland Water ArcGIS Department and Capital Projects), for review and approval. Copies of all transmittal letters should be sent to the project manager in the Division of Engineering and Construction.

During periods when the work is actually being accomplished, a monthly progress report and progress schedule will be required with invoice. Shortly after the notice to proceed has been received, the successful proposer shall submit a realistic schedule for approval. Once approved, this schedule shall become a part of the contract. Payments will be based upon the accepted "percentage complete" as shown on the progress schedule. Payment invoices shall be submitted in a format acceptable to the City.

10. Compensation

See "Proposal Fee Sheet" for the format desired.

A. Fee Definitions

Actual Cost Plus Net Fee with an upset maximum. The City will pay actual salary, overhead and expenses up to the upset maximum, and the consultant is expected to complete the work as scoped within the fee stated. The Net Fee will be paid whether or not the upset maximum is achieved. The only method of revising the upset maximum is through a change in the scope of work. If a

change of complexity is claimed and granted, the modification will contain a Net Fee of zero dollars.

Lump Sum Fee

This is a bottom line figure and includes salary, overhead and expenses. As with the Cost Plus Net Fee, the consultant is expected to complete the work as scoped at the fee stated, and the only method of revising the Lump Sum Fee is through a change in the Scope of Work. If a change in complexity is claimed and granted, the modification will contain a net fee of zero dollars.

The consultant shall submit the proposed number of manhours for prime consultant and all subconsultants.

B. Fee Information Required

If a fee based on Actual Cost Plus Net Fee with an upset maximum is offered, the proposal shall indicate the make-up of the fee hours, hourly rates, overhead, direct costs, and profit. Overhead percentage quoted shall remain in effect throughout the life of the basic contract. The source of the overhead rate quoted shall be identified; i.e., estimated, from an audit, etc. The hours quoted shall relate to a facet of the work involved. Work sheets (typed sheets not necessary) should be furnished for obtaining hours quoted. The weighted average rate per hour will be monitored on invoices and shall not exceed the rate from the proposal without justification. If a fee based on Lump Sum is offered, the proposal shall indicate the make-up of the fee hours and direct costs. The hours quoted shall relate to a facet of the work involved.

Work sheets (typed sheets not necessary) should be furnished for obtaining hours quoted. The intent is to show that the project has received a reasonable degree of estimation.

The consultant shall indicate the method that will be used to determine the fee should a contract modification become necessary. For example: hourly rate x multiplier + profit + expenses.

In estimating the fee, include any wage changes that can be reasonably anticipated over the life of the contract. A fee based on a percentage of the construction cost is not acceptable. A percentage of the fee mark-up on a subcontract will not be permitted. Although the proposed fee is not the deciding factor in the selection process, it will be evaluated along with the other criteria specified herein.

11. City

The City of Cleveland will make available any existing information it may have in its files.

Overall contract administration, coordination and review will be furnished by the City of Cleveland through:

Richard J. Switalski, P.E. Administration Bureau Manager Division of Engineering & Construction 601 Lakeside Avenue, Room 518 Cleveland, OH 44114-1015 Telephone: (216) 664-2381

12. Consultant Eligibility

To be eligible for this award, the proposer shall not have received a contract with the Division of Engineering & Construction in the previous six (6) months.

13. Submittal Procedure

Your proposal shall be submitted in two (2) parts and identified (marked) as follows: Part "A" shall be the response to the qualifications and technical aspects of the RFP. Include the required two (2) additional unbound copies of the "Contract Employment Report" in Part "B" and the "Noncompetitive Bid Contract Statement" in Part "A" envelope. Part "B" shall be in a separate sealed envelope and contain the proposed fee, on company letterhead, and signed with supporting data for the services requested. Interested parties should submit three (3) copies of Part A and one (1) copy of Part B with their proposal no later than the time and date stated on the cover letter to:

Richard J. Switalski, P.E. Division of Engineering and Construction 601 Lakeside Avenue, Room 518 Cleveland, OH 44114-1015

Additional copies of your proposal may be required for internal processing if your proposal is accepted by the City.

14. Proposal as a Public Record

Under the laws of the State of Ohio, all parts of a proposal, other than trade secret or proprietary information and the fee proposal may be considered a public record which, if properly requested, the City must make available to the requested for inspection and copying. Therefore, to protect trade secret or proprietary information, the Proposer should clearly mark each page – but only that page – of its proposal that contains that information. The City will notify the proposer if such information in its proposal is requested, but cannot, however, guarantee the confidentiality of any proprietary or otherwise sensitive information in or with the proposal. Blanket marking of the entire proposal as "proprietary" or "trade secret" will not protect an entire proposal and is not acceptable.

15. Cleveland Area Business Code

Requirements

During performance of the Agreement, Contractor shall comply with all applicable requirements of the *Cleveland Area Business Code*, Chapter 187 of the Codified Ordinances of Cleveland, Ohio, 1976 ("C.O."), and any *Regulations* promulgated under the *Code*, which *Code* and *Regulations* are incorporated into and made part of this RFP by this reference as fully as if rewritten in it or attached. Specifically, compliance under any resulting agreement shall include, but not be limited to, the Contractor's:

- Compliance with its proposal representations regarding CSB, MBE, and/or FBE participation in performance of the Agreement;
- Compliance and cooperation with Project Monitors, whether from the Mayor's Office of Equal Opportunity (the "OEO") or the contracting department;
- Accurate, complete, and on-time submission of all reports, forms, and documents including, but not limited to, employment reports, certified payrolls, monitoring forms, and other information the Director of the OEO may require, whether in printed or electronic form, to ascertain and verify Contractor's compliance; and
- Attendance at and participation in all required project meetings, including OEO compliance meetings, and progress meetings called by the contracting department director(s) at key intervals during performance of the contract services (e.g. 25% completion, 50% completion, 75% completion).

Failure to Comply

When determining the contractor's future eligibility for a City contract, the City shall consider a contractor's failure to comply with the representations of its proposal and the requirements under the *Code* as a failure to faithfully perform a contract.

a) Under the *Cleveland Area Business Code*, the City of Cleveland is firmly committed to assisting Minority Business Enterprise (MBEs),

Female Business Enterprises (FBEs), and Cleveland – area small businesses (CSBs) by providing and enhancing economic opportunities to participate in City contracts. The successful proposer for a contract will be a firm that shares the commitment. Accordingly, a proposer is strongly encouraged to utilize the services of qualified MBE/FBE/CSB sub-consultants that are certified by the Mayor's Office of Equal Opportunity (the "OEO") in its proposal.

- b) The standard subcontracting goal for professional services contracts is 10% Cleveland Area Small Business ("CSB") subcontractor participation. Please review the attached Office of Equal Opportunity documents to ascertain the goal for the proposed contract. Proposers are required to make a good-faith effort to subcontract portions of the work to certified Minority Business Enterprise ("MBE"), Female Business Enterprise ("FBE"), and CSB firms, consistent with the subcontracting goal(s) applicable to this RFP.
- c) To document its good-faith effort to utilize certified MBE, FBE and CSB sub-consultants, each proposer must complete Schedules 1 through 4 found in the *Cleveland Area Business Code Notice to Bidders and Schedules*. These schedules identify the Proposer's proposed use of MBE, FBE and CSB sub-consultants on the project, which evidences the proposer's good-faith effort to obtain the participation of certified sub-consultants. The Proposer shall submit the completed forms with its proposal in Part B and they will be forwarded to the City's Office of Equal Opportunity for evaluation. Failure to submit complete schedules may result in the rejection of a proposal.

Proposers may obtain a listing of firms certified by the OEO as CSBs, MBEs, and FBEs by checking the City's website at http://www.city.cleveland.oh.us. On the home page, select "Office of Equal Opportunity" from the drop-down menu of City departments. On the Office of Equal Opportunity page, you will find a selection in the left-hand column for "CSB/MBE/FBE Registry".

Proposers are responsible for obtaining the most current list and for contacting potential CSB/MBE/FBE sub consultants. The City assumes no responsibility for matching prime consultants with qualified, certified MBE, FBE, and/or CSB sub-consultants.

The City Office of Equal Opportunity will monitor participation of MBE, FBE and /or CSB sub-consultants throughout the duration of the engagement or project. The successful proposer, as contractor, will be responsible for providing the OEO with all information necessary to facilitate this monitoring.

The *Cleveland Area Business Code*, any *Regulations* promulgated under the *Code*, and the OEO *Notice to Bidders & Schedules* are, by this reference, incorporated in and made part of this solicitation and any resulting contract as fully as if written in it or attached.

- d. The successful proposer, as contractor, will be required to comply with all terms, conditions, and requirements imposed on a "contractor" in the following Equal Opportunity Clause, Section 187.22(b) of the Cleveland Codified Ordinances, and shall make the Clause part of every subcontract or agreement entered into for services or goods and binding on all persons and firms with which the proposer may deal, as follows: No Contractor shall discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group or Vietnamera or disable veteran status. Contractors shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group or Vietnamera or disabled veteran status. As used in this chapter, "treated" means and includes without limitation the following: recruited whether by advertising or other means; compensated, whether in the form of rates of pay or other forms of compensation; selected for training, including apprenticeship, promoted, upgraded, demoted, transferred, laid off and terminated. Contractors shall post in conspicuous places available to employees and applicants for employment, notices to be provided by the hiring representative of contractors sitting forth the provisions of this nondiscrimination
- e. Within 60 calendar days after entering into a contract, the successful Proposer, as Contractor, shall file a written affirmative action program with the OEO containing standards and procedures and representations assuring that the Contractor affords all qualified employees and applicants for employment equal opportunities in the Contractor's recruitment, selection, and advancement processes.

16. Term of Proposal's Effectiveness

By submission of a proposal, the Proposer agrees that its proposal will remain effective and eligible for acceptance by the City until the earlier of the execution of a final contract or 240 calendar days after the proposal submission deadline (the "Proposal Expiration Date").

17. Execution of a Contract

The Successful Proposer shall, within ten (10) business days after receipt of a contract prepared by the City Director of Law, exclusive of Saturdays, Sundays and holidays, execute and return the contract to the City together with evidence of proper insurance and intent to conform to all requirements of the contract. Attached hereto or which are a part hereof and all applicable federal, state and local laws and ordinances prior to or at the time of execution of the contract.

18. "Short-listing"

The City reserves the right to select a limited number (a "shortlist") of Proposers to make an oral presentation of their qualifications, proposed services, and capabilities. The City will notify the Proposers selected for oral presentation in writing.

19. Proposer's Familiarity with RFP; Responsibility for Proposal

By submission of a proposal, the Proposer acknowledges that it is aware of and understands all requirements, provisions, and conditions in and of this RFP and that its failure to become familiar with all the requirements, provisions, conditions, and information either in this RFP or disseminated either at a pre-proposal conference or by addendum issued prior to the proposal submission deadline, and all circumstances and conditions affecting performance of the services to be rendered by the successful proposer will not relieve it from responsibility for all parts of its Proposal and, if selected for contract, its complete performance of the contract in compliance with its terms. Proposer acknowledges that the City has no responsibility for any conclusions or interpretations made by Proposer on the basis of information made available by the City. The City does not guarantee the accuracy of any information provided and Proposer expressly waives any right to a claim against the City arising from or based upon any incorrect, inaccurate, or incomplete information or information not otherwise conforming to represented or actual conditions.

20. Interpretation:

The City is not responsible for any explanation, clarification, interpretation, representation or approval made concerning this RFP or a Proposal or given in any manner, except by written addendum. The City will mail, e-mail, or otherwise deliver one copy of each addendum issued, if any, to each individual or firm that requested and received a RFP. Any addendum is a part of and incorporated in this RFP as fully as if originally written herein.

21. Insurance:

The Successful Proposer, at its expense, shall at all times during the term of the contract resulting from this RFP, maintain the following insurance coverage. The insurance company (ies) providing the required insurance shall be authorized by the Ohio Department of Insurance to do business in Ohio and rated "A" or above by A.M. Best Company or equivalent. The Successful Proposer, as contractor, shall provide a copy of the policy or policies and any necessary endorsements, or a substitute for them satisfactory to and approved by the Director of Law, evidencing the required insurances upon execution of the contract.

The consultant shall indemnify and save harmless the City of Cleveland, and/or any other City or agency as required from and against all suits or claims that may be based upon any injury to persons or damage to property arising out of any error, omission or negligent act of the consultant or its subcontractor. The consultant shall, at its own expense, defend the City of Cleveland, and/or any other City or agency as required in all litigation, pay all attorney's fees, damages, court costs and other expenses arising from such claims in connection therewith.

The City will require the successful proposer to maintain comprehensive general public and professional liability insurance insuring the consultant against the indemnification obligation stated above.

The comprehensive general liability insurance policy only shall name the City as additional insured, shall have limits of not less than \$500,000.00 for injuries, including accidental death, to one person and not less than \$1,000,000.00 on account of one occurrence involving more than one person, and property insurance in an amount of not less than \$200,000.00, and shall be primary with respect to the consultant's general liability, notwithstanding any other insurance covering the City. The professional liability insurance shall have limits of not less than \$100,000.00 for any one incident.

The consultant shall also carry full insurance coverage on drawings, specifications and other valuable information against loss by fire damage, destruction, theft, etc., while said documents are on their premises, of not less than \$10,000.00.

The cost of the insurance coverage shall be included in the base fee.

PROPOSAL EVALUATION; SELECTION CRITERIA

Selection Criteria

- A. The following proposal subjects will be evaluated for the bridge rehabilitation:
 - 1. Management Approach
 - 2. Technical Approach
 - 3. Experience of Personnel Assigned to the Project
 - 4. Experience of Firm on Similar Type Projects
 - 5. CSB Participation
 - 6. Proposal Responsive to RFP
 - 7. Material in Part "B" Envelope
- B. The following procedure will be used in evaluating the proposals:
 - 1. Based on the technical data furnished, the proposals will be

- ranked in an order of preference.
- 2. At this point envelope "B" will be opened and its contents included in the evaluation.
- 3. If the proposed fee of the top ranked firm is not the lowest fee submitted, the City will enter into negotiations with that firm in order to bring the fee more in line with the other proposed fees.
- 4. Should that endeavor fail, the City would then proceed to the second ranked firm, etc. until the most qualified firm at the best fee has been elected.

During the selection process, one or more proposers may be asked to meet with City personnel to insure that the proposer fully understands the requested work and to clear up any questions the City may have about the proposal.

The City's Rights and Requirements

The Director, at his/her sole discretion, may require any Proposer to augment or supplement its proposal or to meet with the City's designated representatives for interview or presentation to further describe the Proposer's qualifications and capabilities. The requested information, interview, meeting, or presentation shall be submitted or conducted, as appropriate, at a time and place the Director specifies.

Disqualification of a Proposer/Proposal:

The City does not intend by this RFP to prohibit or discourage submission of a proposal that is based upon a Proposer's trade experience in relation to the nature or scope of work, services, or product(s) described in this RFP or to prescribe the manner in which its services are to be performed or rendered.

The City will not be obligated to accept, however, significant deviations from the work or services sought by this RFP, including terms inconsistent with or substantially varying from the services or the financial and operational requirements of the RFP, as determined solely by the City. The City reserves the right to reject any proposal that does not furnish or is unresponsive to the information required or requested herein. The City reserves the right to reject any proposal or waive or to accept any deviation from this RFP or in any step of the proposal submission or evaluation process so as to approve the award of the contract considered in the City's best interest, as determined in the City's sole discretion.

Although the City prefers that each Proposer submit only one proposal including all alternatives to the proposal that the Proposer desired the City to consider, it will accept proposals from different business

entities or combinations having one or more members in interest in common with another Proposer. The City may reject one or more proposals if it has reason to believe that proposers have colluded to conceal the interest of one or more parties in a proposal, and will not consider a future proposal from a participant in the collusion. In addition, the City will not accept a proposal from or approve a contract to any Proposer that is in default as surety or otherwise upon an obligation to the City or has failed to perform faithfully any previous agreement with the City, or is currently in default under any agreement with the City.

The City reserves the right to reject any or all proposals. Failure by a Proposer to respond thoroughly and completely too all information and document requests in this RFP may result in rejection of its proposal. Further, the City reserves the right to independently investigate the financial status, qualifications, experience, and performance history of a Proposer.

The City reserves the right to cancel the approval or authorization of a contract award, with or without cause, at any time before its execution of a contract and to later enter into a contract that varies from the provisions of this RFP, if agreed to by another Proposer.

Appendix A

The City of Cleveland has approximately 1,300 centerline miles of roadway within its 76 square miles. A breakdown of roadway type is as follows:

Principal Arterial 64 Centerline Miles
Major Arterial 137 Centerline Miles
Collector Roadways 110 Centerline Miles
Local Roadways 1,009 Centerline Miles

The most current City Of Cleveland Geographic Information System files are available in the form of shape files.

The City Pavement Management System is called RoadManagerGPMSTM, and is a full featured pavement management system designed to not only track physical inventory and current and historic condition of pavement segments, but also to provide powerful budget analysis tools completely within a GIS environment. The program is designed to run completely inside of ArcGiS.

Some additional info:

- System needs GIS route system (centerline with LRS), this must have a routeid field which will link to database.
- Above mentioned route system data gets duplicated into databases PavementRoute table.
- Information is available on compact disk.

Proposal Fee Sheet

PROJECT:	
DATE:	
CONSULTANT:	

	Man- hours Prime & Subs	Average Rate	Cost
A. Base Contract			
Data Collection		\$	\$
Distress Identification & Field QA Coordination		\$	\$
Field QA Coordination		\$	\$
Administration & Meetings		\$	\$
Project Management Database QA		\$	\$
Data Import & System Configuration Meetings		\$	\$
Analysis and Reports		\$	\$
TOTAL Base Contract (A):			
B. "If Authorized Items"			
Additional Services	N/A	N/A	\$50,0000.00
Sub-Total (B): ("If Authorized Items")			\$ 50,000.00
TOTAL (A+B)		\$	\$

<u> </u>	ofit rates listed below al mes necessary to revise y to If Authorized)	_	hourly rates plus appr	oved expense
Overhead %:	Profit %:			